SECTION IX: EARNEST MONEY DEPOSIT BANK GUARANTEE FORM

Whereas..... (name of the tenderer) (hereinafter called "the Tenderer") has submitted its tender dated ..... (date of submission of tender) for the supply of ..... (name and/or description of the goods) (hereinafter
called "the Tender").

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country),having our registered office at ..... (address of bank) (hereinafter called "the Bank"), are bound unto **BMTC** (name of Purchaser) (hereinafter called "the Purchaser") in the sum of **Rs. 16.00 lakhs** (**Rupees Sixteen lakhs** only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of_____ 2024.

THE CONDITIONS of this obligation are:

1) If the Tenderer
   a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
   b) does not accept the correction of errors in accordance with the ITT; or
2) If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:
   a) fails or refuses to execute the Contract Form if required; or
   b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred
condition or conditions.

This guarantee will remain in force up **to 31.12.2024** and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the Bank)